

or charge or perform any other obligation of the Lessor under this Lease, and if the Lessee does so, the Lessee shall be subrogated to all rights of the obligee against the Lessor or the premises or both and shall be reimbursed by the Lessor for resulting expense and disbursements together with interest thereon at six (6%) per cent per annum and no merger shall be construed which shall defeat such subrogation or, in the alternative, the Lessee may reimburse itself with interest from rents then or thereafter due.

16. EMINENT DOMAIN: In the event that the entire leased premises (or such portion thereof as shall render the remainder untenable within the contemplation of this Lease) shall be taken under the power of eminent domain, the Lessee upon notice at the time of such taking to the Lessor may terminate this Lease effective on the date on which the Lessee is deprived of physical possession of said premises, and each party shall look to the taking authority for compensation for any and all damages, loss or injury that it may suffer as the result of such taking.

In the event that some part of the leased premises less than the portion thereof as shall entitle the Lessee to terminate this Lease as aforesaid shall be taken under the power of eminent domain, this Lease shall continue in full force and effect, but a proportionate part of the rent reserved according to the nature and extent of the damages sustained by the leased premises shall be suspended or abated and both the Lessor and the Lessee shall be en-

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